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**DECLARATION FOR PATENT APPLICATION, POWER OF  
ATTORNEY & DESIGNATION OF CORRESPONDENCE ADDRESS**

As below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**System for Processing Unpaid Healthcare Claims**

the specification of which (check one)

X  is attached hereto, and

X  was filed on June 27, 2003 as Application Serial No. 10/608,254.

I hereby state that I have reviewed and understand the contents of the above-identified specification including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with 37 CFR §1.56(a).

**PRIOR FOREIGN/PCT APPLICATION(S) FILED WITHIN 12 MONTHS (6 MONTHS FOR  
DESIGN) PRIOR TO THIS APPLICATION AND ANY PRIORITY CLAIMS UNDER 35 U.S.C. §  
119(a)-(d)**

I hereby claim foreign priority benefits under 35 USC §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
Number	Country	Filing Date	Yes	No

**CLAIM FOR BENEFIT OF PRIOR U.S. PROVISIONAL APPLICATION(S)  
(35 U.S.C. § 119(e))**

I hereby claim the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below:

Provisional Application Number	Filing Date
60/423,471	November 4, 2002

**CLAIM FOR BENEFIT OF EARLIER US/PCT APPLICATION(S)  
UNDER 35 U.S.C. 120**

I hereby claim the benefits under 35 USC §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of 35 USC §112, I acknowledge the duty to disclose material information as defined in 37 CFR §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Appl. No.	Filing Date	Patented, Pending, Abandoned

**Power of Attorney:** As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. (list name and registration number)

Terrence M. Brennan, Reg. No. 42,360; Alexander J. Burke, Reg. No. 40,425; David D. Chung, Reg. No. 38,409; Joseph S. Codispoti, Reg. No. 31,819; Michele L. Conover, Reg. No. 34,962; John Kirkland Douglass, Jr., Reg. No. 46,011; Thomas George, Reg. No. 45,740; Henry J. Groth, Reg. No. 39,696; Mark H. Jay, Reg. No. 27,507; Brian K. Johnson, Reg. No. 46,808; Rosa S. Kim, Reg. No. 39,728; Jenny G. Ko, Reg. No. 44,190; Peter A. Luccarelli, Jr., Reg. No. 29,750; James M. Markarian, Reg. No. 31,277; Francis G. Montgomery, Reg. No. 41,202; Pasquale Musacchio, Reg. No. 36,876; John P. Musone, Reg. No. 44,961; Frank J. Nuzzi, Reg. No. 42,944; Donald B. Paschburg, Reg. No. 33,753; Rashmi Raj, Reg. No. 50,500; Jose de la Rosa, Reg. No. 34,810; Benjamin M. Rubin, Reg. No. 44,310; Anand Sethuraman, Reg. No. 43,351; Laura M. Slenzak, Reg. No. 35,363; Daniel J. Staudt, Reg. No. 34,733; Erik C. Swanson, Reg. No. 40,194; Heather S. Vance, Reg. No. 39,033; and Michael J. Wallace, Jr., Reg. No. 44,486

**Send Correspondence to:**

Elsa Keller  
Siemens Corporation  
Intellectual Property Department  
170 Wood Avenue South  
Iselin, NJ 08830  
Tel. 732-321-3026  
Fax: 732-321-3014

I hereby declare that all statements made herein on my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under 18 USC §1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full Name of First Inventor: Mary Balogh	
Inventor's Signature	Date:
Residence: Hollywood, FL, UNITED STATES OF AMERICA	
Citizenship: US	
Post Office Address: 6301 Grant Street, Hollywood, FL 33024, UNITED STATES OF AMERICA	

**ASSIGNMENT**

For good and valuable consideration, I, Mary Balogh, residing at 6301 Grant Street, Hollywood, FL 33024, citizen of US; hereafter individually or collectively referred to as "Assignor";

Hereby sell, assign and transfer to Siemens Medical Solutions Health Services Corporation, a corporation organized and existing under the state laws of Delaware, having its principal place of business at 51 Valley Stream Parkway, Malvern, PA, 19355-1406, hereinafter "Assignee", its successors, assigns and legal representatives, the entire right, title and interest in and for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned and filed

on June 27, 2003

U.S. Serial No.: 10/608,254,

entitled:

**System for Processing Unpaid Healthcare Claims**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

\_\_\_\_\_  
Mary Balogh

State of                                 )  
  ): ss  
County of                             )

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003 personally appeared Mary Balogh to me personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

[Seal]

\_\_\_\_\_  
Notary Public

## EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT made between Siemens Medical Solutions Health Services Corporation ("Siemens" or "Company"), having its principal office at Malvern, PA, and Mary Balogh an individual residing at 6301 Grant Street Hollywood, FL 33024 ("Employee"). Employee and Siemens agree as follows:

### 1.0 EMPLOYMENT, COMPENSATION AND BENEFITS.

- 1.1 Siemens hereby provides to Employee employment, compensation and benefits as described herein and Employee hereby accepts such employment, compensation and benefits, upon the terms and conditions hereinafter set forth.
- 1.2 Employee shall perform such duties as may be assigned from time to time by Siemens, shall devote full attention and energies to the business of Siemens, and shall faithfully perform her duties in accordance with the direction of her Siemens manager. Employee agrees to adhere to all Siemens policies as outlined in the Employee and Benefits Guides.
- 1.3 Employee shall be entitled to participate in all Siemens benefits plans including group life insurance, medical, and other benefits such as annual vacation, holidays and sick leave as set forth in the Siemens Employee and Benefits Guides and in accordance with the terms and conditions of such plans. This Agreement does not alter Employee's rights, if any, to her accrued benefits under Siemens benefit plans.

### 2.0 DEFINITIONS. For Purposes of this Agreement, the following definitions shall apply:

- 2.1 "Severance Pay" is a benefit paid in the regular payroll cycle (except where specifically stated otherwise) and has two components (i) Base Compensation, and (ii) the cost of the Employee's medical premium to continue Employee's current level of medical and dental coverage pursuant to COBRA. Severance will be paid only if Employee (i) executes a general release of all claims against the Company, (ii) has adhered and continues to adhere to the post-employment obligations under Sections 4.0 and 5.0. Severance Pay is provided under Siemens' normal payroll cycle and process.
- 2.2 "Base Compensation" is Employee's monthly salary.
- 2.3 "Cause" shall mean Employee's (i) dishonest or illegal conduct, (ii) breach of her obligations under this Agreement, (iii) conduct contrary to the best interests of Siemens, (iv) insubordination, incompetence, misconduct, poor performance or neglect of her duties, or (v) willful violation of any lawful direction of management.
- 2.4 "Variable Pay" shall mean additional compensation that Employee may be eligible for under the terms and conditions of the Company's Variable Pay plans.

### 3.0 SEVERANCE PAY.

- 3.1 Notwithstanding any provision in this Agreement, the Company retains its right to terminate Employee's employment with or without Cause. Upon termination without Cause, Employee shall be entitled to receive Severance Pay for the period of time beginning after Employee's termination date and for one week per year of service thereafter so long as all of the conditions for Severance Pay outlined above are met. These payments shall be Employee's sole severance benefit in the event of Employee's termination without Cause.
- 3.2 In the event of termination for Cause, Siemens shall not be obligated to make any payments other than the payment of earned or accrued, but unpaid, salary and benefits.
- 3.3 If Employee is unable to perform her duties and responsibilities by reason of a disability as defined under Company's short-term disability plan, Company shall provide to Employee, for a period of 6 months, a short-term disability benefit equal to 60% of Base Compensation. This short-term disability benefit shall be capped at \$10,000 per month and reduced by the amount of payments due Employee for this time period under any applicable disability benefit programs, including Social Security disability, workers' compensation and disability retirement benefits.
- 3.4 In the event that Employee dies during the term of this Agreement, Siemens shall pay to her executors or administrators, as appropriate, for a period of 3 months, Employee's Base Compensation. To the extent possible, such payments will be non-taxable death benefits under the Internal Revenue Code.

### 4.0 CONFIDENTIAL INFORMATION.

- 4.1 In entering this Agreement, Employee represents and warrants that she has not signed any non-compete or confidentiality agreement that will be violated by entering into this Agreement. Employee acknowledges that she has not, and will not, in connection with employment by Siemens, divulge any confidential information, trade secrets, or copyright-protected information of any prior employer, except as agreed to be such prior employer.
- 4.2 Siemens will provide to Employee or Employee will learn, trade secrets and other confidential information of Siemens and third parties. Examples of this information include computer programs, marketing and development plans, proprietary product and service offerings data about Siemens, customer and prospect lists and requirements, employee lists, salaries and benefits, financial information and customer and vendor data. During Employee's employment and at all times afterward, Employee shall keep confidential all such information and material and will not disclose such information to any person or entity or make any use of this information, except as required in the performance of Employee's employment responsibilities at Siemens or as required by law. When Employee leaves Siemens' employment, Employee will immediately return to Siemens all materials containing such information. Such materials shall, at all times, be the property of the Company.



## **5.0 NON-COMPETITION.**

5.1 During the term of this Agreement and for 12 months following the termination of Employee's employment, Employee will not, without Siemens' prior written consent : (i) compete with Siemens' business activities or accept employment with a competitor of Siemens, (ii) solicit any customer or potential customer of Siemens that Employee or her subordinates solicited or serviced for Siemens, or (iii) solicit to leave Siemens or hire any individual who was an Siemens employee during Employee's employment at Siemens.

5.2 If Employee is unable to secure employment due solely to the restrictions in 5.1 and (i) Employee has requested in writing to be released by Siemens from the non-compete in 5.1 and (ii) Siemens has denied the request, and has been unwilling to modify the restrictions in 5.1 to enable Employee to accept a position with a competitor, Siemens will provide Severance Pay to Employee, provided such Employee is not receiving Severance Pay under Section 3 of this Agreement. Under this Section 5.2, Siemens will continue to provide Severance Pay until the earliest of the following: (i) the expiration of the non-compete period; (ii) Siemens provides a written release from the non-compete obligation under 5.1 or modifies the restrictions in 5.1 so as to allow employment with a competitor; or (iii) the Employee becomes otherwise employed.

To continue to receive Severance Pay under this provision, Employee must make reasonable efforts to secure employment which would not violate her non-compete obligation. Upon request from Siemens, Employee will provide to Siemens a description of her job search efforts. Siemens shall, at Siemens' option, be relieved from making a monthly payment to Employee under this provision if the Employee is not making reasonable efforts to secure employment or Siemens has provided written permission to accept available employment.

5.3 Employee acknowledges that the limitation as to time and the limitation on the character or nature placed on her subsequent employment are reasonable and fair and will not prevent or materially impair her ability to earn a livelihood.

5.4 Should Siemens release Employee under Section 5.2, during the term of this Agreement and for 12 months thereafter, Employee will not accept any bonus, stock options or any other form of compensation based on the overall performance of a competitor, or a division that competes with Siemens.

## **6.0 BREACH OF SECTIONS 4.0 AND/OR 5.0.**

6.1 Employee acknowledges that a breach of Sections 4.0 and/or 5.0 would threaten Siemens with irreparable harm and that Siemens would be entitled to injunctive relief against the breach or threatened breach of Employee's obligations under these Sections, in addition to any other legal remedies which may be available.

6.2 In addition to all remedies available to Siemens at law or in equity for Employee's violation of Sections 4.0 and/or 5.0, Siemens and Employee agree that, should Employee violate her obligations under Sections 4.0 and/or 5.0 then Employee shall pay to Company all Severance Pay which had been provided to Employee.

- 6.3 Payment by Employee to the Company must be made within 30 days after Employee's breach; additionally, Siemens shall have the right to deduct amounts owed by Employee to Company hereunder from any amounts owed by Company to Employee, and Employee shall continue to be liable to Company for amounts to the extent they are not fully recovered by Company by means of such set-off.

## 7.0 OWNERSHIP OF WORK PRODUCT.

The parties agree that all "Work" (which shall include for purposes of this Section all ideas, processes, methodologies, software, algorithms, formulae, notes, outlines, photographs, inventions, improvements, and other information and work product developed or generated by or on behalf of Siemens during the course of the Employee's performance under this Agreement and for six months thereafter), shall be considered "works made for hire" within the meaning of the Copyright Act of 1976, 17 U.S.C. §101 et seq., and that Siemens is and shall be the sole owner of all rights therein, including but not limited to all rights of copyright. In the event any of the Work is deemed not to be a "work made for hire," then Employee hereby transfers to Siemens, without further consideration, all right, title, and interest to such Work, including any and all patents, copyrights, trade secrets and other proprietary rights related thereto. Employee agrees to promptly execute and deliver, or cause to be promptly executed and delivered, all documents and instruments requested by Siemens to evidence the foregoing assignment.

## 8.0 MISCELLANEOUS.

This Agreement (i) may not be amended except in a writing executed by both parties, (ii) shall only be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, (iii) shall be litigated only in the Court of Common Pleas of Chester County, Pennsylvania, or the United States District Court for the Eastern District of Pennsylvania, (iv) shall be binding upon and inure to the benefit of Siemens and Employee and their respective successors and permitted assigns and the Company will require its successors to expressly assume its obligations under this Agreement, and (v) represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. If any portion of this Agreement is deemed to be unenforceable, the balance of this Agreement shall nevertheless continue in effect and any court may enforce any provision to the extent permitted by law, even though the entire provision may not be enforced. This Agreement shall not be assignable by Employee.

The undersigned, intending to be legally bound, have duly executed this Agreement as of the date written below.

ACCEPTED:

M. Balogh  
Mary Balogh

12-3-01  
DATE

ON BEHALF OF SIEMENS MEDICAL  
SOLUTIONS HEALTH SERVICES

By: Mary Anderson 12/7/2001  
Human Resources Representative